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11 UNITED STATES DISTRICT COURT
12 EASTERN DISTRICT OF WASHINGTON

13 STACY L. BOYD, RHONDA }
14 DOHERTY, and VIRGINIA }
15 SCHUTT,

16 Plaintiffs,

17 VS.

18 SECURITY SERVICES OF }
19 IDAHO, INC.; and EUGENE }
20 WILSON, Individually,

Defendants.

Case No.: CV-04-0448-EFS

PROTECTIVE ORDER

21 The parties to this action, Plaintiffs STACY L. BOYD, RHONDA
22 DOHERTY, and VIRGINIA SCHUTT ("Plaintiffs"), and Defendants
23 SECURITY SERVICES OF IDAHO, INC.; and EUGENE WILSON,
24 through their respective counsel, have stipulated to the entry of a

1 Protective Order to preserve and maintain the confidentiality of
2 medical records produced during the course of, and in connection with,
3 matters arising out litigation between Plaintiffs Stacy L. Boyd, Rhonda
4 Doherty, and Virginia Schutt and Defendants Security Services Of
5 Idaho, Inc. and Eugene Wilson, presently pending in the United States
6 District Court for the Eastern District of Washington, it is hereby
7 ordered:

10 1. Any and all medical records produced by either party
11 during the course of discovery, trial preparation, trial or settlement
12 negotiations in this case (hereinafter "medical records") shall be
13 "CONFIDENTIAL". Medical records shall not be used, shown,
14 disseminated, copied or in any way communicated to anyone for
15 any purpose whatsoever, other than as required in the judgment of
16 counsel for the preparation and trial of this action. Except as
17 provided for in the paragraphs below, the parties shall keep all
18 medical records and the information contained therein confidential
19 from all persons.

20 1. Access to Medical Records Produce During Litigation.

21 Except upon further order of a court of competent jurisdiction,
22 medical records shall be held in strict confidence and shall be used

1 solely for the purposes of prosecution or defense of this litigation.

2 Access to medical records shall be limited to:

- 3 (a) the Court, including any Court personnel assisting the Court,
4 stenographers or other persons involved in taking or transcribing
5 court or deposition testimony in this action, and members of the
6 jury;
- 7 (b) Plaintiffs, Defendants and their counsel of record and
8 paralegal, clerical and secretarial employees of counsel of record;
- 9 (c) the officers, directors or employees of a party participating in
10 the prosecution, defense, settlement or other disposition of this
11 action;
- 12 (d) mediators, consultants, experts or litigation support
13 services, including outside copying services, retained by a party
14 for the purpose of assisting that party in this action provided
15 such persons agree in writing to abide and be bound by the
16 terms of this Order in the form attached hereto as Exhibit A;
- 17 (e) potential witnesses, provided such persons agree in
18 writing to abide and be bound by the terms of this Order in the
19 form attached hereto as Exhibit A;
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- 1 (f) any person who is an author, addressee, or recipient of,
2 or who previously had access to, the Confidential Information;
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4 (g) deposition witnesses who agree in writing to abide by and
5 be bound by the terms of this Order in the form attached hereto
6 as Exhibit A;
7
8 (h) any other person designated by the Court.

9 2. Copy and Storage of Medical Records.

10 No party shall, for itself or for any person or persons acting on its
11 behalf, make more copies of any medical records than are reasonably
12 necessary to conduct this litigation. Except as otherwise provided for in
13 this Confidentiality Agreement, medical records shall remain in
14 possession of counsel for the respective parties or the parties
15 themselves, and be stored in a secure place.
16

17 3. Use of Medical Records.

18 Should any party hereto seek to utilize any medical records at
19 trial or a hearing in this matter, that party shall meet with counsel for
20 the other parties in an effort to agree upon a procedure to insure the
21 confidentiality of such medical records. In the event counsel are
22 unable to reach agreement, the matter will be submitted to the Court.
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1 Any party to this litigation who uses medical records in any deposition
2 shall advise the reporter and counsel of such use during the course of
3 the deposition or at any time thereafter. Portions of any deposition
4 using or referring to medical records are to be filed with the Court
5 under seal, bearing substantially the following designation: "Portions
6 of this deposition were taken subject to a Confidentiality Agreement.
7 These portions shall remain sealed until further agreement of the
8 parties." Whenever any medical record is identified as an exhibit in
9 connection with testimony given in this case, it shall be marked as
10 "CONFIDENTIAL" and separately filed under seal with the Court.
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12 4. Filing Under Seal.

13 Any medical records used or submitted to the Court in conjunction
14 with any filing or proceeding in this litigation, shall be marked as
15 "CONFIDENTIAL" and separately filed under seal with the Court.
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17 5. Procedures Upon Termination of Action.

18 Within fourteen (14) business days following any final
19 settlement or the running of any applicable time to appeal the final
20 order entered in this litigation, all parties shall either (i) return to the
21 person who produced such materials all copies of all medical records
22 obtained through discovery in this action or (ii) certify to that person
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1 that all such materials have been destroyed. Copies of medical
2 records that have been filed with the Court may be returned to the
3 filing party by the Clerk of the Court, or destroyed.
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5 6. Effect of Order.

6 7. This Order shall not affect the right of any party to oppose
7 production of Discovery Materials on any ground permitted by the
8 Federal Rules of Civil Procedure, including any applicable privilege.
9 Moreover, this Order shall not affect the scope of discovery by any party
10 that is not otherwise proper under the Federal Rules of Civil Procedure.
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12 7. Continuing Jurisdiction.

13 14. All provisions of the Protective Order shall continue to be binding
15 after the conclusion of this action unless subsequently modified by
16 agreement between the parties or order of the court and the court shall
17 retain jurisdiction of this matter for the purpose of enforcing this
18 Protective Order.
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20 SO ORDERED this 6th day of June, 2006.
21

22 s/ Edward F. Shea
23

24 Judge Edward F. Shea
25 United States District Judge

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2 **EXHIBIT A**
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4 **CONSENT TO PROTECTIVE ORDER**
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8 I have reviewed the terms of this Protective Order and agree to
9 keep confidential all medical records and the information contained
10 therein, and agree to be bound by the terms of the Protective Order.
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Signature of Person Receiving Access to Medical Records
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